

Exhibit A

BOIES, SCHILLER & FLEXNER LLP
 RICHARD J. POCKER
 300 South Fourth Street, Suite 800
 Las Vegas, NV 89101
 Telephone: (702) 382-7300
 Facsimile: (702) 382-2755
rpocker@bsfllp.com

BOIES, SCHILLER & FLEXNER LLP
 STEVEN C. HOLTZMAN (*pro hac vice*)
 FRED NORTON (*pro hac vice*)
 KIERAN P. RINGGENBERG (*pro hac vice*)
 1999 Harrison Street, Suite 900
 Oakland, CA 94612
 Telephone: (510) 874-1000
 Facsimile: (510) 874-1460
sholtzman@bsfllp.com
fnorton@bsfllp.com
kringgenberg@bsfllp.com

Attorneys for Plaintiffs Oracle USA, Inc.,
 Oracle America, Inc., and Oracle International
 Corp.

BINGHAM MCCUTCHEN LLP
 GEOFFREY M. HOWARD (*pro hac vice*)
 THOMAS S. HIXSON (*pro hac vice*)
 KRISTEN A. PALUMBO (*pro hac vice*)
 Three Embarcadero Center
 San Francisco, CA 94111-4067
 Telephone: 415.393.2000
 Facsimile: 415.393.2286
geoff.howard@bingham.com
thomas.hixson@bingham.com
kristen.palumbo@bingham.com

ORACLE CORPORATION
 DORIAN DALEY (*pro hac vice*)
 DEBORAH K. MILLER (*pro hac vice*)
 JAMES C. MAROULIS (*pro hac vice*)
 500 Oracle Parkway
 M/S 5op7
 Redwood City, CA 94070
 Telephone: 650.506.4846
 Facsimile: 650.506.7114
dorian.daley@oracle.com
deborah.miller@oracle.com
jim.maroulis@oracle.com

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
 ORACLE AMERICA, INC., a Delaware
 corporation; and ORACLE INTERNATIONAL
 CORPORATION, a California corporation,

Plaintiff,

v.

RIMINI STREET, INC., a Nevada corporation;
 SETH RAVIN, an individual,

Defendant.

Case No. 2:10-cv-0106-LRH-PAL

**ORACLE'S RESPONSE TO
 DEFENDANT RIMINI STREET,
 INC.'S FIFTH SET OF REQUESTS
 FOR PRODUCTION OF
 DOCUMENTS TO PLAINTIFFS**

PROPOUNDING PARTY: Defendant Rimini Street, Inc.

RESPONDING PARTY: Plaintiffs Oracle USA, Inc., Oracle America, Inc., and
 Oracle International Corporation

SET NO.: Five

1 Plaintiffs Oracle USA, Inc., Oracle America, Inc., and Oracle International Corp.
2 (collectively, "Oracle"), by their undersigned counsel, submit the following objections and
3 responses to Defendant Rimini Street Inc.'s ("Rimini's") Fifth Set of Requests for Production of
4 Documents.

5 **GENERAL OBJECTIONS**

6 1. Oracle objects to the Requests to the extent that they seek to impose duties or
7 obligations that exceed and/or are inconsistent with those imposed by the Federal Rules of Civil
8 Procedure or the Local Rules for the United States District Court for the District of Nevada.
9 Oracle shall respond to the Requests to the extent and in the manner required by the Rules.

10 2. Oracle objects that many of the Requests are overbroad and duplicative of other
11 Requests that Defendants have previously served. Oracle reserves the right to oppose any
12 motion to compel further responses to any particular Request on the grounds that Oracle has
13 fully or substantially complied in its responses to other Requests served by Defendants.

14 3. Oracle objects to the Requests to the extent that they call for the production of
15 documents protected from discovery by the attorney-client privilege, the attorney work product
16 doctrine, or any other privilege, protection or immunity applicable under the governing law. To
17 the extent that any Request may be construed as calling for the production of documents or
18 responses that are subject to any such claim of privilege, Oracle hereby asserts that doctrine or
19 privilege and objects on that basis. Oracle does not intend to disclose such protected
20 information. Any accidental or inadvertent disclosure of privileged information or material shall
21 not be deemed a waiver of the applicable privilege, protection, or immunity.

22 4. Oracle objects to the Requests to the extent that they seek responses or the
23 production of document from sources not within the possession, custody, or control of Oracle.
24 Oracle will only produce documents in its own possession, custody, or control, as required by the
25 Federal Rules of Civil Procedure.

26 5. Oracle objects to the Requests as overly broad and unduly burdensome to the
27 extent they require Oracle to do more than produce materials and information in its possession,
28 custody, and control and located after a reasonable and diligent search.

1 6. Oracle objects to the Requests as overly broad and unduly burdensome to the
2 extent they call for the production documents from an unlimited number of Oracle custodians
3 among Oracle's custodian base of more than 90,000 employees. Oracle has already met and
4 conferred with Defendants regarding the custodians whose files are to be searched and the search
5 terms to be used to identify responsive documents. Oracle will conduct a reasonably diligent
6 search of the files of those identified custodians using the search terms agreed upon by the
7 parties. In the responses below, to the extent that Oracle states that it will produce non-
8 privileged documents responsive to a Request that are in its possession, control or custody and
9 located with a reasonable and diligent search, the "reasonable and diligent search" refers to the
10 process described in this Objection.

11 7. Oracle objects to the Requests to the extent that they seek production of
12 documents that are equally or more readily available to Rimini than to Oracle.

13 8. Oracle objects to the Requests that seek documents relating to damages, harm, or
14 losses on the grounds that such Requests are more properly the subject of expert testimony and
15 analysis, and that it is not possible for Oracle to identify all relevant or responsive documents to
16 these Requests until Defendants have fully disclosed the identities of all IP addresses used by
17 Defendants to access Oracle's technical support websites, all login credentials used by
18 Defendants to access Oracle's technical support websites, all instances in which Defendants used
19 crawlers to access or download materials from Oracle's technical support websites, all materials
20 that Defendants downloaded from Oracle's technical support websites, and to whom such
21 materials were distributed, among other matters.

22 9. Oracle makes these responses solely for the purposes of this action, and each
23 response is subject to all objections as to competence, relevance, materiality, propriety and
24 admissibility, and any and all other grounds which would require the exclusion of any statement
25 contained herein at any hearing or trial in this action. All such objections are reserved and may
26 be interposed at any time of trial or at any other appropriate time.

27 10. Oracle makes these responses based on facts reasonably known at the time of
28 answering these Requests. Oracle has not fully completed investigating the facts relating to this

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1 case and, thus, further discovery, investigation, research, and analysis may supply additional
2 facts, which may alter the contentions and disclosures herein. Oracle reserves the right to
3 supplement or amend these responses as permitted by applicable rules. Oracle objects to the
4 need to supplement or correct these responses to the extent the additional or corrective
5 information has otherwise been made known to Defendants during the discovery process or in
6 writing, pursuant to Federal Rule of Civil Procedure 26(e).

7 11. Oracle will produce documents as they are kept in the usual course of business or
8 organized and labeled to correspond to the categories in the Requests, and will produce them in a
9 reasonable form, at a reasonable time, and at a reasonable location to be mutually agreed by the
10 parties, and objects to contrary instruction.

11 12. Oracle objects to General Instruction A. The Instruction purports to require
12 Oracle to identify, in response to a request for production, every document that is responsive to
13 any of Rimini's Requests that Oracle knows to exist or ever to have existed anywhere in the
14 world, regardless of whether such documents are now or ever were within the possession,
15 custody, or control of Oracle. Oracle will construe the Requests only to seek documents within
16 its possession, custody, or control.

17 13. Oracle objects to General Instructions C and E to the extent that the Instructions
18 purport to require Oracle to do more than undertake a reasonable and diligent search for
19 responsive documents.

20 14. Oracle objects to Definition D (defining the terms "Plaintiffs," "Oracle," "you,"
21 and "your") as overbroad and unduly burdensome in the context of these Interrogatories. For
22 purposes of these responses, Oracle will construe the terms "Plaintiffs," "Oracle," "you," and
23 "your" to mean Oracle USA, Inc., Oracle America, Inc., and Oracle International Corp., their
24 respective subsidiaries and affiliates, their parents, and persons and entities acting on their
25 behalf.

26 15. Oracle objects to General Instruction F as beyond the requirements of Federal
27 Rules of Civil Procedure 26 and 34. To the extent responsive documents are withheld on a basis
28 of privilege, Oracle will produce a privilege log in the form agreed upon by the parties.

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1 16. Oracle objects to General Instruction H. Oracle will produce drafts subject to the
2 objections stated herein.

3 17. Oracle objects to Rimini's Definitions and Requests to the extent they assume
4 facts not in evidence or misstate facts.

5 18. Oracle objects to Definition G (defining the term "Rimini Street client"). Rimini
6 knows which entities and organizations are or have been its clients. Rimini should define the
7 term by providing a complete list of all such clients. It is unduly burdensome for Rimini to
8 demand that Oracle conduct searches for documents related to "Rimini Street client," without
9 Rimini identifying those clients by name, and then later to conduct additional searches for
10 "Rimini Street client" after Rimini identifies those clients in subsequent discovery. Oracle will
11 construe the term "Rimini Street client" to refer to any client that falls within the scope of the
12 clients identified in the search terms the parties negotiated and agreed upon.

13 19. Oracle objects to Definition M (defining the term "Oracle Website") as overbroad
14 because it would appear to include servers, computers, websites, FTP sites, and online services
15 that are wholly irrelevant to the claims and defenses in this litigation, include those that were in
16 operation at times that are wholly irrelevant to the claims and defenses in this litigation. Oracle
17 will interpret the term "Oracle Website" to refer to the Oracle-maintained technical support
18 websites that Oracle contends Defendants unlawfully accessed, damaged, and/or from which
19 Defendant improperly obtained Oracle's software or support materials.

20 20. Oracle objects to Definitions I through L, which purport to define the term
21 "identify" in various contexts. These Definitions are overbroad, unduly burdensome and not
22 reasonably calculated to lead to the discovery of admissible evidence, particularly when read in
23 conjunction with the Requests, which use the word "identify" as part of Requests for "documents
24 sufficient to identify" certain items. Literally applying Definitions I through L to these Requests
25 would make them unduly burdensome and oppressive.

26 21. Oracle objects to Definition N (defining the terms "Test And Development
27 Copies") as vague as it calls for the definition to be construed consistently with an undefined
28 universe of documents.

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22. Unless otherwise stated in response to a specific Request, Oracle objects to the Requests as overbroad and unduly burdensome to the extent they seek information and documents relating to the entire time period 2004 through the present. For several of the Requests, the documents or information reasonably available to Oracle do not go all the way back to 2004. Where Oracle states in a response to a specific Request below that it will produce documents, Oracle is not agreeing to produce them all the way back to 2004 but only for time periods where the documents or information are reasonably available to Oracle currently.

23. Any response stating that responsive documents will be produced is not a representation that such documents exist.

24. Oracle's responses are not intended to and shall not constitute an admission that any of the predicate facts stated in any of the Requests are true or accurate.

25. These General Objections are incorporated into each of the following Responses and shall be deemed continuing as to each response. These General Objections are not waived, or in any way limited, by the following responses.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

Documents used to answer or referenced in Oracle's answers to Rimini Street's Fifth Set of Interrogatories.

RESPONSE TO REQUEST NO. 1:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks materials protected by the attorney-client privilege and/or work product productions in as much as it seeks documents created by attorneys to prepare Oracle's answers to Rimini Street's Fifth Set of Interrogatories or documents that reveal attorney work product. Subject to and without waiving these objections, Oracle responds that it has produced or will produce every document specifically referenced in Oracle's answers to Rimini's Fifth Set of Interrogatories.

1 **REQUEST NO. 2:**

2 Documents on which Oracle intends to rely at trial to support its claims against the
3 Defendants.

4 **RESPONSE TO REQUEST NO. 2:**

5 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
6 to the Request because it improperly seeks access to Oracle's attorneys' work product in as much
7 as it seeks documents that reveal Oracle's strategy and preparation for trial. Subject to and
8 without waiving these objections, Oracle responds that it has produced or will produce every
9 document which Oracle intends to rely on at trial to support its claims against the Defendants.

10 **REQUEST NO. 3:**

11 Summary documents showing Oracle's yearly operating profit from 2004 to the present
12 for the following categories: the initial sale of PeopleSoft, J.D. Edwards, and Siebel software;
13 Software Support for the first five years after initial sale; Software Support for extended support;
14 and Software Support for sustaining support.

15 **RESPONSE TO REQUEST NO. 3:**

16 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
17 to the Request because it is overbroad and unduly burdensome because it seeks profit margin
18 information in a form that Oracle does not track. Oracle also objects to the terms "Summary,"
19 "initial sale," "extended support," "and "sustaining support" as vague and ambiguous. Oracle
20 also objects that this Request duplicates Request No. 83 in Rimini's Second Set of Requests for
21 Production, and Request No. 16 in Rimini's Fourth Set of Requests for Production. Subject to
22 and without waiving those objections, Oracle incorporates by reference its responses to Request
23 No. 83 in Rimini's Second Set of Requests for Production and Request No. 16 in Rimini's
24 Fourth Set of Requests for Production.

25 **REQUEST NO. 4:**

26 Summary documents showing Oracle's projected and actual yearly sales revenue,
27 cancellation rates and renewal rates for Oracle Software Support from 2004 to the present.
28

RESPONSE TO REQUEST NO. 4:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information in a form that Oracle does not track, and because it seeks information from 2004 to the present. For some types of renewal and cancellation rates, Oracle does not have that information in a reasonably accessible form going back to 2004. Oracle also objects to Oracle also objects that this Request duplicates Request Nos. 1 and 4 in Rimini's Fourth Set of Requests for Production. Subject to and without waiving those objections, Oracle incorporates by reference its responses to Request Nos. 1 and 4 in Rimini's Second Set of Requests for Production.

REQUEST NO. 5:

Documents sufficient to show Oracle's method for recognizing revenue relating to PeopleSoft, J.D. Edwards, and Siebel sales in financial statements, including how discounts were allocated, whether maintenance for the first year was included in license sales, and how services, including consulting, training, and implementation, were allocated to which line of business.

RESPONSE TO REQUEST NO. 5:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to discovery of admissible evidence because it is unlimited in time frame. Oracle also objects to the terms "recognizing revenue," "financial statements," "allocated," "maintenance", "consulting," "training," and "implementation" as vague and ambiguous. Subject to and without waiving those objections, Oracle responds that it has produced documents sufficient to describe Oracle's revenue recognition policy.

REQUEST NO. 6:

Documents relating to Oracle's communications and contractual negotiations with each Rimini Street customer.

RESPONSE TO REQUEST NO. 6:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects

1 to this Request on attorney-client privilege and work product grounds. Oracle also objects that
2 this Request is vague in that Rimini has not defined the term "Rimini Street customer." Rimini
3 knows which entities and organizations are or have been its customers and therefore Rimini
4 should define the term by providing a complete list of all customers. It is unduly burdensome for
5 Rimini to demand that Oracle conduct searches for documents related to "Rimini Street
6 customer," without Rimini identifying those customers by name, and then later to conduct
7 additional searches for "Rimini Street customer" after Rimini identifies those customers in
8 subsequent discovery. Further, this Request is vague in that it is unclear whether Rimini intends
9 "Rimini Street customer" to have a different meaning than the previously defined term "Rimini
10 Street client." This broad Request violates the parties' agreement to limit the number of
11 custodians whose documents would be searched, and it violates the agreed upon search term list.
12 Subject to and without waiving these objections, Oracle responds that it has produced non-
13 privileged documents from the list of agreed upon custodians using the agreed upon search
14 terms, and documents responsive to this Request are among the produced documents.

15 **REQUEST NO. 7:**

16 Documents reflecting communications between Oracle and each Rimini Street customer
17 concerning any alleged breach of the customer's contracts and/or license with Oracle.

18 **RESPONSE TO REQUEST NO. 7:**

19 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
20 to this Request on attorney-client privilege and work product grounds. Oracle also objects that
21 this Request is vague in that Rimini has not defined the term "Rimini Street customer." Rimini
22 knows which entities and organizations are or have been its customers and therefore Rimini
23 should define the term by providing a complete list of all customers. It is unduly burdensome for
24 Rimini to demand that Oracle conduct searches for documents related to "Rimini Street
25 customer," without Rimini identifying those customers by name, and then later to conduct
26 additional searches for "Rimini Street customer" after Rimini identifies those customers in
27 subsequent discovery. Further, this Request is vague in that it is unclear whether Rimini intends
28 "Rimini Street customer" to have a different meaning than the previously defined term "Rimini

1 Street client.” The Request also overbroad, burdensome and not likely to lead to the discovery of
2 admissible evidence as it seeks documents that are irrelevant to this litigation, such as documents
3 relating to software not at issue in this litigation. This broad Request also violates the parties’
4 agreement to limit the number of custodians whose documents would be searched, and it violates
5 the agreed upon search term list. Subject to and without waiving these objections, Oracle
6 responds that it has produced non-privileged documents from the list of agreed upon custodians
7 using the agreed upon search terms, and documents responsive to this Request are among the
8 produced documents.

9 **REQUEST NO. 8:**

10 Documents sufficient to show any instance where the copyrighted work was downloaded
11 from Oracle’s website by anyone who did not have a license to do so.

12 **RESPONSE TO REQUEST NO. 8:**

13 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
14 to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead
15 to the discovery of admissible evidence to the extent that it asks about downloads performed by
16 or on behalf of a someone that Rimini Street has not identified as one of its customers. The
17 Request is also overbroad, unduly burdensome and not reasonably calculated to lead to the
18 discovery of admissible evidence due to its unlimited time frame, to the extent that the undefined
19 term “copyrighted work” refers to a copyrighted work not alleged in the Second Amended
20 Complaint, and to the extent that documents sufficient to show a given instance of copyright
21 infringement may be unreasonably difficult to locate. Oracle also objects to this Request to the
22 extent it seeks premature expert discovery. Subject to and without waiving these objections,
23 Oracle responds that it has produced or will produce documents in its possession, custody or
24 control that could be located with reasonable diligence that are sufficient to show instances
25 where Defendants downloaded copyrighted software and support materials from Oracle’s
26 support website for the registrations alleged in the Second Amended Complaint where no
27 applicable license authorized the download.

REQUEST NO. 9:

Documents related Oracle's first knowledge of Rimini Street's activities in the third-party software support market, including when Oracle first became aware of Rimini Street, who first learned of Rimini Street's activities, who at Oracle was informed of Rimini Street's activities and any response by Oracle to the awareness of Rimini Street's activities.

RESPONSE TO REQUEST NO. 9:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because, due to the definition of the word "Oracle," it purports to ask about knowledge possessed by any of Oracle's thousands of employees. This broad Request violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 10:

For Oracle support customers lost to any third party competitor, independent consultant, or self support since 2004, yearly summaries showing the percentage of customers which return to Oracle, how long on average it takes for those customers to return to Oracle, the average amount of fees (including any back fees, reinstatement fees, or penalty fees) that are collected when these customers return.

RESPONSE TO REQUEST NO. 10:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects that the terms "lost," "support customers," "third party competitor," "independent consultant," "self support," "return to Oracle," and "yearly summaries" are vague and ambiguous. Subject to and without waiving the foregoing objections, Oracle responds that after conducting a reasonable inquiry, Oracle does not believe it possesses any documents responsive to this Request.

REQUEST NO. 11:

For support customers leaving Oracle and subsequently returning, documents sufficient to show the purpose of charging these customers any additional fees, including, but not limited to: back fees, reinstatement fees, or penalty fees.

RESPONSE TO REQUEST NO. 11:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects that the terms “leaving Oracle,” “subsequently returning,” and “additional fees” are vague and ambiguous. Subject to and without waiving these objections, Oracle responds that it has produced documents sufficient to describe the fees Oracle charges a customer for reinstating support.

REQUEST NO. 12:

Documents reflecting any statement made by an Oracle employee regarding the permissibility of third party support, or any plans to put third-party support providers out of business.

RESPONSE TO REQUEST NO. 12:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle further objects that the terms “permissibility,” “third party support,” “third-party support providers,” and “out of business” are vague and ambiguous. Oracle also objects that this Request calls for legal conclusion. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because, due to the definition of the word “Oracle,” it purports to ask about knowledge possessed by any of Oracle’s thousands of employees. This broad Request violates the parties’ agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 13:

Documents demonstrating Oracle's willingness to grant Rimini a license for its support of PeopleSoft, J.D. Edwards, Siebel and Oracle software, the terms and conditions of such a license as well as the pricing of such a license.

RESPONSE TO REQUEST NO. 13:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle also objects to this Request to the extent it seeks premature expert discovery. Oracle further objects to the terms "willingness" as vague and ambiguous. Oracle further objects to the Request because "Oracle's willingness to grant Rimini a license" is not relevant to any claim or defense. Subject to and without waiving these objections, Oracle responds that it has produced or will produce non-expert documents responsive to this Request.

REQUEST NO. 14:

Documents sufficient to show Oracle's practice of delivering Oracle software or materials to Rimini Street as Requested by Oracle licensees, including Oracle's delivery of software or materials to Rimini Street on behalf of an Oracle customer, and the reasons Oracle chose to deliver and/or stop delivering software or materials to Rimini Street.

RESPONSE TO REQUEST NO. 14:

Oracle incorporates by reference its General Objections. Oracle objects to Request No. 14 insofar as Oracle did not have a "practice of delivering Oracle software or materials to Rimini Street" and any such acts of delivery were based not on any Oracle practice but upon deceptive and misleading requests by Rimini. Oracle also objects that Request No. 14 is ambiguous, overbroad and unduly burdensome since it does not specify a particular time period for its request. Further, Oracle objects that the terms "practice," "delivering," "on behalf of" and "reasons" are vague and ambiguous. Oracle will construe this request to seek documents concerning the physical delivery of Oracle software or materials to Rimini Street's address. Oracle further objects to this request because it seeks documents protected from disclosure by attorney-client privilege or the attorney work product doctrine. Oracle further objects to Request

No. 14 because it is duplicative of earlier Requests, such as Request No. 7 in Rimini's Second Set of Requests for Production, and Oracle has already produced responsive documents. Subject to and without waiving these objections, Oracle responds that it has produced and will produce documents responsive to this Request.

REQUEST NO. 15:

Documents regarding Oracle's pre-suit investigation of Rimini Street, and actions or decisions by Oracle as a result of the investigation.

RESPONSE TO REQUEST NO. 15:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because it violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 16:

Documents reflecting pre-suit communications between Oracle and Rimini Street regarding Oracle's investigation of Rimini Street, and any internal Oracle discussions or actions taken in response to communications from Rimini Street.

RESPONSE TO REQUEST NO. 16:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle also objects to the Request to the extent that it seeks communications between Oracle and Rimini Street, as those documents are equally in Rimini Street's possession. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because it violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to

1 and without waiving these objections, Oracle responds that it has produced non-privileged
2 documents from the list of agreed upon custodians using the agreed upon search terms, and
3 documents responsive to this Request are among the produced documents. In addition, Oracle
4 has produced pre-suit communications between it and Rimini Street concerning its investigation
5 of Rimini Street that it is aware of and has been able to locate with reasonable diligence.

6 **REQUEST NO. 17:**

7 Any license agreements entered into between Oracle and a third party, whereby the
8 license permits the third party to use Oracle's intellectual property to compete for Oracle's
9 customers.

10 **RESPONSE TO REQUEST NO. 17:**

11 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
12 to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead
13 to the discovery of admissible evidence. Oracle further objects to the terms "use," "intellectual
14 property," and "compete" as vague and ambiguous. Oracle has already negotiated with Rimini
15 over the scope of discovery regarding its relationships with third parties, and this Request is an
16 improper attempt to undo the parties' prior agreement. Specifically, in letters dated January 12,
17 2001, January 18, 2011, and January 24, 2011 regarding search term queries 20-23, the parties
18 reach an agreement concerning the scope of discovery related to Oracle's relationship with third
19 parties. Oracle agreed to make certain productions specifically as a compromise, and Rimini
20 stated that it accepted that agreement. Subject to, and without waiving these objections, Oracle
21 responds that it has produced documents responsive to this Request as limited in scope by the
22 parties' prior agreements.

23 **REQUEST NO. 18:**

24 Documents reflecting Oracle's practice of entering into license agreements with third
25 parties whereby the third party is permitted to copy Oracle software and support materials to
26 create fixes, patches, and/or updates to Oracle software, including all instances in which Oracle
27 has granted a license for Oracle software and support materials to create fixes, patches, and/or
28 updates to Oracle software.

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RESPONSE TO REQUEST NO. 18:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Request No. 18 is so broad and unduly burdensome that it would be improper at any state of this case, but it is particularly inappropriate coming this late on the discovery process. Oracle has already negotiated with Rimini over the scope of discovery regarding its relationships with third parties, and this Request is an improper attempt to undo the parties' prior agreement. Specifically, in letters dated January 12, 2001, January 18, 2011, and January 24, 2011 regarding search term queries 20-23, the parties reach an agreement concerning the scope of discovery related to Oracle's relationship with third parties. Oracle agreed to make certain productions specifically as a compromise, and Rimini stated that it accepted that agreement. Subject to, and without waiving these objections, Oracle responds that it has produced documents responsive to this Request as limited in scope by the parties' prior agreements.

REQUEST NO. 19:

In connection with Rimini Street's alleged activities, documents reflecting instances in which Oracle lost the opportunity to license Oracle copyrighted software.

RESPONSE TO REQUEST NO. 19:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request on attorney-client privilege and work product grounds. Oracle also objects to this Request to the extent it seeks premature expert discovery. Subject to and without waiving these objections, Oracle responds that it has produced or will produce non-expert documents responsive to this Request.

REQUEST NO. 20:

Documents sufficient to show whether Oracle offers or has ever offered partial or custom fixes, patches or updates for Oracle's PeopleSoft, J.D. Edwards, and Siebel families of software products, and if so Oracles' fees, costs and profit margins for such partial or custom fixes, patches, or updates.

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RESPONSE TO REQUEST NO. 20:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to admissible discovery in that it is unlimited in time and therefore seeks documents that are temporally removed from any issue in this litigation. Oracle also objects that this Request seeks information in a form in which Oracle does not track it. Oracle further objects to this Request in that it violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 21:

For each Rimini Street customer, documents sufficient to show whether Oracle received full payment under the relevant contracts between Oracle and the customer (for example, the Software License and Services Agreement), and if not, any action taken by Oracle to collect payment in full.

RESPONSE TO REQUEST NO. 21:

Oracle incorporates its General Objections as though set forth herein. Oracle objects that this Request is vague in that Rimini has not defined the term "Rimini Street customer." Rimini knows which entities and organizations are or have been its customers and therefore Rimini should define the term by providing a complete list of all customers. It is unduly burdensome for Rimini to demand that Oracle conduct searches for documents related to "Rimini Street customer," without Rimini identifying those customers by name, and then later to conduct additional searches for "Rimini Street customer" after Rimini identifies those customers in subsequent discovery. Further, this Request is vague in that it is unclear whether Rimini intends "Rimini Street customer" to have a different meaning than the previously defined term "Rimini Street client." Oracle objects that this Request is vague in that Rimini has not defined the term "relevant contracts." Oracle should not be required to guess at which contracts Rimini believes

1 to be relevant. Oracle objects that this Request is overbroad, unduly burdensome and not
 2 reasonably calculated to lead to the discovery of admissible evidence in that it seeks records
 3 regarding financial payments dating back to, in some cases, the late 1980's and early 1990's.
 4 The Request also seeks documents that are irrelevant to this litigation as the issue of whether
 5 Oracle received full payment from any "customer" is unrelated to any of the claims or defenses
 6 in this litigation. Oracle further objects to this Request in that it violates the parties' agreement
 7 to limit the number of custodians whose documents would be searched, and it violates the agreed
 8 upon search term list. Subject to and without waiving these objections, Oracle responds that to
 9 the extent non-privileged, responsive documents exist within the list of agreed upon custodians
 10 using the agreed upon search terms, these documents have been produced.

11 **REQUEST NO. 22:**

12 Documents reflecting communications between Oracle and third-party support providers,
 13 independent consultants, or customers who self support (collectively, "alternative support")
 14 regarding the permissibility of such alternative support.

15 **RESPONSE TO REQUEST NO. 22:**

16 Oracle incorporates its General Objects as though set forth herein. Oracle also objects to
 17 the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to
 18 the discovery of admissible evidence to the extent it requests documents reflecting
 19 communications between Oracle and any party who is not Rimini and Rimini's customers. This
 20 broad Request violates the parties' agreement to limit the number of custodians whose
 21 documents would be searched, and it violates the agreed upon search term list. Oracle has
 22 already negotiated with Rimini over the scope of discovery regarding its relationships with third
 23 parties, and this Request is an improper attempt to undo the parties' prior agreement.
 24 Specifically, in letters dated January 12, 2001, January 18, 2011, and January 24, 2011 regarding
 25 search term queries 20-23, the parties reach an agreement concerning the scope of discovery
 26 related to Oracle's relationship with third parties. Oracle agreed to make certain productions
 27 specifically as a compromise, and Rimini stated that it accepted that agreement. Subject to and
 28 without waiving these objections, Oracle responds that it has produced non-privileged documents

1 from the list of agreed upon custodians using the agreed upon search terms, and documents
2 responsive to this Request are among the produced documents.

3 **REQUEST NO. 23:**

4 On a yearly basis since 2004, documents sufficient to show the number of Oracle Support
5 Software renewals that were lost to third party support competitors; the revenue, costs and profit
6 attributed to those losses; any third party support competitor to which Oracle lost renewals and
7 the amount of sales lost to each such third party support competitor.

8 **RESPONSE TO REQUEST NO. 23:**

9 Oracle incorporates its General Objects as though set forth herein. Oracle also objects to
10 this Request to the extent it seeks premature expert discovery. Oracle also objects to the Request
11 because it is overbroad, unduly burdensome and not reasonably calculated to lead to the extent it
12 requests revenue costs and profit information for customers unrelated to Rimini. The Request is
13 also overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of
14 admissible evidence to the extent that it seeks information in a form that Oracle does not track,
15 and because it seeks information from 2004 to the present. For some types of renewal and
16 cancellation rates, Oracle does not have that information in a reasonably accessible form going
17 back to 2004. Oracle further objects that the terms "third party support competitor" and "lost"
18 are vague and ambiguous. Oracle also objects that this Request duplicates Request No. 83 in
19 Rimini's Second Set of Requests for Production, Request No. 16 in Rimini's Fourth Set of
20 Requests for Production, Request Nos. 1 and 4 in Rimini's Fourth Set of Requests for
21 Production, and Requests Nos. 3 and 4 from this set of Requests for Production. Subject to and
22 without waiving those objections, Oracle incorporates by reference its responses to Requests
23 Nos. 3 and 4 from this set of Requests for Production.

24 **REQUEST NO. 24:**

25 On a yearly basis since 2004, documents sufficient to show the number of Oracle Support
26 Software renewals that were lost due to customers electing to support themselves and the
27 revenue, costs and profit attributed to those losses.

RESPONSE TO REQUEST NO. 24:

Oracle incorporates its General Objects as though set forth herein. Oracle also objects to this Request to the extent it seeks premature expert discovery. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the extent it requests revenue costs and profit information for customers unrelated to Rimini. The Request is also overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information in a form that Oracle does not track, and because it seeks information from 2004 to the present. For some types of renewal and cancellation rates, Oracle does not have that information in a reasonably accessible form going back to 2004. Oracle further objects that the terms "lost" and "electing to support themselves" are vague and ambiguous. Oracle also objects that this Request duplicates Request No. 83 in Rimini's Second Set of Requests for Production, Request No. 16 in Rimini's Fourth Set of Requests for Production, Request Nos. 1 and 4 in Rimini's Fourth Set of Requests for Production, and Requests Nos. 3 and 4 from this set of Requests for Production. Subject to and without waiving those objections, Oracle incorporates by reference its responses to Requests Nos. 3 and 4 from this set of Requests for Production.

REQUEST NO. 25:

On a yearly basis since 2004, documents sufficient to show the number of Oracle Support Software renewals that were lost to independent third party consultants and the revenue, costs and profit attributed to those losses; any independent third party consultant to which Oracle lost renewals and the amount of sales lost to each such independent third party consultant.

RESPONSE TO REQUEST NO. 25:

Oracle incorporates its General Objects as though set forth herein. Oracle also objects to this Request to the extent it seeks premature expert discovery. Oracle also objects to the Request because it is overbroad, unduly burdensome and not reasonably calculated to lead to the extent it requests revenue costs and profit information for customers unrelated to Rimini. The Request is also overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks information in a form that Oracle does not track,

1 and because it seeks information from 2004 to the present. For some types of renewal and
2 cancellation rates, Oracle does not have that information in a reasonably accessible form going
3 back to 2004. Oracle further objects that the term “independent third party consultant” and
4 “lost” are vague and ambiguous. Oracle also objects that this Request duplicates Request No. 83
5 in Rimini’s Second Set of Requests for Production, Request No. 16 in Rimini’s Fourth Set of
6 Requests for Production, Request Nos. 1 and 4 in Rimini’s Fourth Set of Requests for
7 Production, and Requests Nos. 3 and 4 from this set of Requests for Production. Subject to and
8 without waiving those objections, Oracle incorporates by reference its responses to Requests
9 Nos. 3 and 4 from this set of Requests for Production.

10 **REQUEST NO. 26:**

11 Documents sufficient to show Oracle’s knowledge of the causes of its losses of Software
12 Support customers, including, but not limited to: poor customer service, inability to remedy
13 support issues, cost, customers not wanting to upgrade their software, Oracle no longer providing
14 customers tax and regulatory updates, patches, fixes, etc., or poor economic conditions.

15 **RESPONSE TO REQUEST NO. 26:**

16 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
17 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
18 discovery of admissible evidence for several reasons. Oracle’s “knowledge” of the causes of
19 losses of software support customers is not relevant to any claim or defense. Further, the
20 Request defines the word “Oracle” so broadly that it purports to ask about knowledge possessed
21 by any of Oracle’s thousands of employees. This broad Request violates the parties’ agreement
22 to limit the number of custodians whose documents would be searched. and it violates the agreed
23 upon search term list. In addition, the Request purports to seek information about numerous
24 non-Rimini Street customers, whose conduct is not at issue in this case. Subject to and without
25 waiving these objections, Oracle responds that it has produced non-privileged documents from
26 the list of agreed upon custodians using the agreed upon search terms, and documents responsive
27 to this Request are among the produced documents.

REQUEST NO. 27:

Documents sufficient to show whether Oracle permits such customers who self-support to maintain non-production environments for Oracle's PeopleSoft, J.D. Edwards, and Siebel families of software products; to remotely host non-production environments; to create patches, fixes and updates; and to download support materials prior to the expiration of Oracle support contract.

RESPONSE TO REQUEST NO. 27:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence for several reasons. This broad Request violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. In addition, the Request purports to seek information about numerous non-Rimini Street customers, whose conduct is not at issue in this case. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 28:

Documents sufficient to show whether Oracle permits such customers who utilize independent consultants to maintain non-production environments for Oracle's PeopleSoft, J.D. Edwards, and Siebel families of software products; to remotely host non-production environments; to create patches, fixes and updates; and to download support materials prior to the expiration of Oracle support contract.

RESPONSE TO REQUEST NO. 28:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence for several reasons. This broad Request violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. In addition, the Request purports to seek information about

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1 numerous non-Rimini Street customers, whose conduct is not at issue in this case. Subject to and
 2 without waiving these objections, Oracle responds that it has produced non-privileged documents
 3 from the list of agreed upon custodians using the agreed upon search terms, and documents
 4 responsive to this Request are among the produced documents.

5 **REQUEST NO. 29:**

6 Documents reflecting Oracle's recommendations and/or instructions to its licensees
 7 regarding the creation and/or use of the following non-production copies of Oracle software and
 8 support material: test and/or development copies, staging copies, back-up and/or disaster
 9 recovery copies, copies of code objects made to develop or implement updated code.

10 **RESPONSE TO REQUEST NO. 29:**

11 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
 12 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
 13 discovery of admissible evidence for several reasons. Oracle's "recommendations and/or
 14 instructions" to its licensees are not relevant to any claim or defense. Further, the Request
 15 defines the word "Oracle" so broadly that it purports to ask about recommendations or
 16 instructions given by any of Oracle's thousands of employees. This broad Request violates the
 17 parties' agreement to limit the number of custodians whose documents would be searched, and it
 18 violates the agreed upon search term list. In addition, the Request purports to seek information
 19 about numerous non-Rimini Street customers, whose conduct is not at issue in this case. Subject
 20 to and without waiving these objections, Oracle responds that it has produced non-privileged
 21 documents from the list of agreed upon custodians using the agreed upon search terms, and
 22 documents responsive to this Request are among the produced documents.

23 **REQUEST NO. 30:**

24 Documents reflecting Oracle's understanding or knowledge regarding the typical
 25 practices of its licensees regarding the creation and/or use of non-production copies of Oracle
 26 software and support material, specifically including: test and/or development copies, staging
 27 copies, back-up and/or disaster recovery copies, copies of code objects made to develop or
 28 implement updated code.

RESPONSE TO REQUEST NO. 30:

Oracle incorporates its General Objections as though set forth herein. Oracle objects that the terms “staging copies” and “code objects” are vague and ambiguous. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence for several reasons. Oracle’s “understanding or knowledge” of the typical practices of its licensees is not relevant to any claim or defense. And the use of the term “understanding” is vague and ambiguous. Further, the Request defines the word “Oracle” so broadly that it purports to ask about the “understanding” or knowledge of any of Oracle’s thousands of employees. This broad Request violates the parties’ agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. In addition, the Request purports to seek information about numerous non-Rimini Street customers, whose conduct is not at issue in this case. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 31:

Documents reflecting communications between Oracle and its licensees regarding any allegedly-improper creation and/or use of non-production copies of Oracle software and support material, specifically including: test and/or development copies, staging copies, back-up and/or disaster recovery copies, copies of code objects made to develop or implement updated code.

RESPONSE TO REQUEST NO. 31:

Oracle incorporates its General Objections as though set forth herein. Oracle objects that the terms “staging copies” and “code objects” are vague and ambiguous. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence for several reasons. The Request for documents sufficient to show communications regarding “any” improper copying in multiple forms, made by any of Oracle’s thousands of employees to anyone, no matter how irrelevant to this case is incredibly sweeping and unreasonable. This broad Request violates the parties’ agreement to limit the

1 number of custodians whose documents would be searched, and it violates the agreed upon
2 search term list. In addition, the Request purports to seek information about numerous non-
3 Rimini Street customers, whose conduct is not at issue in this case. Subject to and without
4 waiving these objections, Oracle responds that it has produced non-privileged documents from
5 the list of agreed upon custodians using the agreed upon search terms, and documents responsive
6 to this Request are among the produced documents.

7 **REQUEST NO. 32:**

8 Documents reflecting Oracle's knowledge of the reasons E&J Gallo elected not to renew
9 Oracle Software Support, how E&J Gallo is performing support, whether E&J Gallo has
10 breached any Oracle license provision, committed copyright infringement or damaged Oracle in
11 any way.

12 **RESPONSE TO REQUEST NO. 32:**

13 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
14 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
15 discovery of admissible evidence because the Request defines the word "Oracle" so broadly that
16 it purports to ask about the knowledge of any of Oracle's thousands of employees. This broad
17 Request violates the parties' agreement to limit the number of custodians whose documents
18 would be searched, and it violates the agreed upon search term list. In addition, Oracle objects to
19 this Request in that to the best of Oracle's knowledge, E&J Gallo is not a Rimini customer and
20 therefore the discovery sought by this Request is irrelevant to any claim or defense. Oracle will
21 not produce documents responsive to this Request.

22 **REQUEST NO. 33:**

23 Documents reflecting Oracle's knowledge of the reasons XO Communication elected not
24 to renew Oracle Software Support, how XO Communication is performing support, whether XO
25 Communication has breached any Oracle license provision, committed copyright infringement or
26 damaged Oracle in any way.

27 **RESPONSE TO REQUEST NO. 33:**

28 Oracle incorporates its General Objections as though set forth herein. Oracle also objects

1 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
2 discovery of admissible evidence because the Request defines the word "Oracle" so broadly that
3 it purports to ask about the knowledge of any of Oracle's thousands of employees. Subject to
4 and without waiving these objections, Oracle responds that it has produced non-privileged
5 documents from the list of agreed upon custodians using the agreed upon search terms, and
6 documents responsive to this Request are among the produced documents.

7 **REQUEST NO. 34:**

8 Documents reflecting Oracle's knowledge of the reasons CarsDirect.com elected not to
9 renew Oracle Software Support, how CarsDirect.com is performing support, whether has
10 breached any Oracle license provision, committed copyright infringement or damaged Oracle in
11 any way.

12 **RESPONSE TO REQUEST NO. 34:**

13 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
14 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
15 discovery of admissible evidence because the Request defines the word "Oracle" so broadly that
16 it purports to ask about the knowledge of any of Oracle's thousands of employees. Oracle also
17 objects to the name "CarsDirect.com" as vague and ambiguous as Oracle knows of no entity that
18 currently exist by that name. Oracle therefore interprets "CarsDirect.com" to refer to Internet
19 Brands, a customer disclosed by Rimini. Subject to and without waiving these objections,
20 Oracle responds that it has produced non-privileged documents from the list of agreed upon
21 custodians using the agreed upon search terms, and documents responsive to this Request are
22 among the produced documents.

23 **REQUEST NO. 35:**

24 Documents reflecting Oracle's knowledge of the reasons Toshiba America Information
25 Systems elected not to renew Oracle Software Support, how Toshiba America Information
26 Systems is performing support, whether Toshiba America Information Systems has breached any
27 Oracle license provision, committed copyright infringement or damaged Oracle in any way.
28

RESPONSE TO REQUEST NO. 35:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because the Request defines the word "Oracle" so broadly that it purports to ask about the knowledge of any of Oracle's thousands of employees. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 36:

Documents reflecting Oracle's knowledge of the reasons Great Atlantic elected not to renew Oracle Software Support, how Great Atlantic is performing support, whether Great Atlantic has breached any Oracle license provision, committed copyright infringement or damaged Oracle in any way.

RESPONSE TO REQUEST NO. 36:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because the Request defines the word "Oracle" so broadly that it purports to ask about the knowledge of any of Oracle's thousands of employees. This broad Request violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. In addition, Oracle objects to this Request in that to the best of Oracle's knowledge, Great Atlantic is not a Rimini customer and therefore the discovery sought by this Request is irrelevant to any claim or defense. Oracle will not produce documents responsive to this Request.

REQUEST NO. 37:

Documents reflecting Oracle's knowledge of the reasons the City of Ontario elected not to renew Oracle Software Support, how City of Ontario is performing support, whether City of Ontario has breached any Oracle license provision, committed copyright infringement or damaged Oracle in any way.

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RESPONSE TO REQUEST NO. 37:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because the Request defines the word “Oracle” so broadly that it purports to ask about the knowledge of any of Oracle’s thousands of employees. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 38:

Documents reflecting Oracle’s knowledge of the reasons El Camino Hospital elected not to renew Oracle Software Support, how El Camino Hospital is performing support, whether El Camino Hospital has breached any Oracle license provision, committed copyright infringement or damaged Oracle in any way.

RESPONSE TO REQUEST NO. 38:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence because the Request defines the word “Oracle” so broadly that it purports to ask about the knowledge of any of Oracle’s thousands of employees. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 39:

Documents reflecting Oracle’s knowledge of the reasons Clearon Holdings, Inc. elected not to renew Oracle Software Support, how Clearon Holdings, Inc. is performing support, whether Clearon Holdings, Inc. has breached any Oracle license provision, committed copyright infringement or damaged Oracle in any way.

RESPONSE TO REQUEST NO. 39:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects

1 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
 2 discovery of admissible evidence because the Request defines the word “Oracle” so broadly that
 3 it purports to ask about the knowledge of any of Oracle’s thousands of employees. This broad
 4 Request violates the parties’ agreement to limit the number of custodians whose documents
 5 would be searched, and it violates the agreed upon search term list. In addition, Oracle objects to
 6 this Request in that to the best of Oracle’s knowledge, Clearon Holdings, Inc. is not a Rimini
 7 customer and therefore the discovery sought by this Request is irrelevant to any claim or defense.
 8 Oracle will not produce documents responsive to this Request.

9 **REQUEST NO. 40:**

10 Documents sufficient to show amounts Oracle charges for Oracle’s development
 11 databases as well as Oracle’s projected and actual yearly revenue, fixed costs, incremental costs,
 12 and profit margins for Oracle’s development databases from 2004 to present.

13 **RESPONSE TO REQUEST NO. 40:**

14 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
 15 to the Request because the term “development databases” is hopelessly vague, and ambiguous.
 16 As a result, Oracle is unable to determine what information this Request seeks. Oracle also
 17 objects that this Request seeks information in a form in which Oracle does not track it.

18 **REQUEST NO. 41:**

19 Documents reflecting actions taken by Oracle to monitor and/or restrict access to
 20 Software and Support Materials on the Oracle support website.

21 **RESPONSE TO REQUEST NO. 41:**

22 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
 23 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
 24 discovery of admissible evidence. The Request is unlimited in time frame and not limited to
 25 conduct by Rimini Street. Further, the “actions” taken by “Oracle” – defined to include all of its
 26 thousands of employees – to “monitor” or “restrict access” to its support website is a sweeping
 27 Request that would include the job descriptions of numerous employees. This broad Request
 28 violates the parties’ agreement to limit the number of custodians whose documents would be

1 searched, and it violates the agreed upon search term list. In addition, the Court's May 19, 2011
 2 Order has already ruled that Rimini Street is not entitled to the discovery sought by this Request.

3 **REQUEST NO. 42:**

4 Documents reflecting the Terms of Use for Oracle's Website, including the development
 5 of the Terms of Use, revisions or modifications to the Terms of Use from 2004 to present, and
 6 who authorized the modification and the reasons for each revision or modification.

7 **RESPONSE TO REQUEST NO. 42:**

8 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
 9 to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the
 10 discovery of admissible evidence to the extent that it seeks documents other than the Terms of
 11 Use themselves, such as documents "reflecting . . . the development" of the Terms of Use,
 12 documents "reflecting . . . revisions or modifications" to the Terms of Use, documents
 13 "reflecting . . . who authorized the modification," and documents "reflecting . . . the reasons for
 14 each revision or modification." Oracle also objects to this Request on attorney-client privilege
 15 and work product grounds. Oracle also objects to this Request in that it is overbroad in time
 16 frame and to the extent it seeks Terms of Use inapplicable to Defendants' conduct. In addition,
 17 Oracle objects to this Request because it violates the parties' agreement to limit the number of
 18 custodians whose documents would be searched, and it violates the agreed upon search term list.
 19 Subject to and without waiving these objections, Oracle responds that it has produced the Terms
 20 of Use for its support website applicable to Defendants' conduct alleged in the Second Amended
 21 Complaint.

22 **REQUEST NO. 43:**

23 Documents sufficient to show Oracle's efforts to enforce the Terms of Use for Oracle's
 24 Technical Support websites, including any and all communications to users of the Technical
 25 Support websites regarding alleged breaches of the Terms of Use, any and all actions taken
 26 and/or legal proceedings instituted by Oracle against users of the Technical Support websites for
 27 alleged breaches of the Terms of Use, and any legal analysis, opinions, positions, or decisions
 28 rendered regarding the scope of the Terms of Use in connection with such actions or

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proceedings.

RESPONSE TO REQUEST NO. 43:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. The Request for documents sufficient to show “any and all” communications by any of Oracle’s thousands of employees to anyone, ever, concerning a violation of any of the Terms of Use, no matter how irrelevant to this case, as well as for documents sufficient to show “any and all actions” taken by Oracle against anyone, ever for such a violation is incredibly sweeping and unreasonable. This broad Request violates the parties’ agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Further, the Request for “any legal analysis, opinions, positions, or decisions” regarding the scope of the Terms of Use improperly seeks attorney-client privileged and work product information, in addition to being overbroad and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Oracle responds that it has produced documents sufficient to show its efforts to enforce the Terms of Use against SAP and TomorrowNow, as well as documents sufficient to show the nature of the legal proceeding Oracle instituted against them. Oracle has also produced documents sufficient to show its efforts to enforce its Terms of Use against Defendants, and of course Defendants already have knowledge of the legal proceeding against them.

REQUEST NO. 44:

Documents sufficient to show Oracle’s policies or business customs with respect to the use of Oracle’s Software and Support Materials by licensees who self-support or who are supported by independent consultants.

RESPONSE TO REQUEST NO. 44:

Oracle incorporates its General Objections as though set forth herein. Oracle objects that the term “business customs” is vague and ambiguous. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence for several reasons. Literally interpreted, this Request seeks documents

1 related to all of Oracle software and support materials irrespective of whether the software or
2 support materials is included within the scope of this action. Oracle's policies or "business
3 customs" related to software and support material unrelated to this action is irrelevant. In
4 addition, the Request purports to seek information about numerous non-Rimini Street customers,
5 whose conduct is not at issue in this case. This broad Request violates the parties' agreement to
6 limit the number of custodians whose documents would be searched, and it violates the agreed
7 upon search term list. Subject to and without waiving these objections, Oracle responds that it
8 has produced non-privileged documents from the list of agreed upon custodians using the agreed
9 upon search terms, and documents responsive to this Request are among the produced
10 documents.

11 **REQUEST NO. 45:**

12 Documents sufficient to show permitted purposes for use of Oracle's Software and
13 Support Materials, specifically Oracle's policies or business customs regarding use "other than
14 for personal, information, or non-commercial purposes."

15 **RESPONSE TO REQUEST NO. 45:**

16 Oracle incorporates its General Objections as though set forth herein. Oracle objects that
17 the term "business customs" is vague and ambiguous. Oracle also objects to this Request as
18 overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of
19 admissible evidence for several reasons. Literally interpreted, this Request seeks documents
20 related to all of Oracle software and support materials irrespective of whether the software or
21 support materials is included within the scope of this action. Oracle's policies or "business
22 customs" related to software and support material unrelated to this action is irrelevant. In
23 addition, the Request purports to seek information about numerous non-Rimini Street customers,
24 whose conduct is not at issue in this case. This broad Request violates the parties' agreement to
25 limit the number of custodians whose documents would be searched, and it violates the agreed
26 upon search term list. Subject to and without waiving these objections, Oracle responds that it
27 has produced non-privileged documents from the list of agreed upon custodians using the agreed
28 upon search terms, and documents responsive to this Request are among the produced

documents.

REQUEST NO. 46:

Documents sufficient to show benefits that Oracle contends it conferred on the Defendants, and which the Defendants wrongfully retained.

RESPONSE TO REQUEST NO. 46:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks access to Oracle's attorneys' work product and improperly seeks premature expert discovery. Subject to, and without waiving these objections, Oracle responds that it has produced or will produce documents responsive to this Request.

REQUEST NO. 47:

Documents sufficient to show Oracle's decision to "prohibit the use of automated downloads, including through robots, or other use of the Technical Support website that overburdens it" in its Terms of Use (as stated in response to Rimini Street's Interrogatory No. 11) and Oracle's internal practices and actions taken to enforce the provisions of the Terms of Use.

RESPONSE TO REQUEST NO. 47:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to this Request as vague and ambiguous in part. The "[d]ocuments sufficient to show Oracle's decision to 'prohibit automated downloads . . . ' in its Terms of Use" are the Terms of Use that contain that prohibition, which Oracle has produced. If this portion of the Request seeks something else, Oracle is unable to discern what. Oracle also objects to this Request as overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence to the extent that it seeks documents unrelated to Defendants' conduct. Oracle also objects to this Request on attorney-client privilege and work product grounds. In addition, Oracle objects to this Request because it violates the parties' agreement to limit the number of custodians whose documents would be searched, and it violates the agreed upon search term list. Subject to and without waiving these objections, Oracle responds that it has produced the Terms of Use for its support website applicable to Defendants' conduct alleged in

1 the Second Amended Complaint, and that it has produced documents sufficient to show Oracle's
2 actions to enforce the Terms of Use against Defendants.

3 **REQUEST NO. 48:**

4 Documents sufficient to show instances in which Oracle contends that Rimini Street
5 "engaged in large-scale downloading that has damaged Oracle's servers" as stated in response to
6 Rimini Street's Interrogatory No. 11, specifically including damages that Oracle contends were
7 caused as a result of the downloading.

8 **RESPONSE TO REQUEST NO. 48:**

9 Oracle incorporates its General Objections as though set forth herein. Subject to and
10 without waiving these objections, Oracle responds that it has produced or will produce
11 documents responsive to this Request.

12 **REQUEST NO. 49:**

13 Documents sufficient to show how content on Oracle's Website is organized, methods for
14 locating specific content, the type of metadata available for identifying specific content, and any
15 changes or modifications to the way in which support content is made available to licensees from
16 2004 to present.

17 **RESPONSE TO REQUEST NO. 49:**

18 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
19 to this Request as vague, incomprehensible, overbroad, unduly burdensome and not reasonably
20 calculated to lead to the discovery of admissible evidence. Oracle also objects that this Request
21 improperly seeks documents that, if they were ever relevant to anything in this case, related to
22 Defendants' copyright misuse defense and counterclaim, which have been dismissed.

23 **REQUEST NO. 50:**

24 Documents sufficient to show acts by Rimini Street that Oracle contends threatened or
25 harmed competition, or was otherwise an unlawful, unfair, or fraudulent business act or practice
26 on which Oracle intends to rely on to support its unfair competition and unfair practices claim.

27 **RESPONSE TO REQUEST NO. 50:**

28 Oracle incorporates its General Objections as though set forth herein. Oracle also objects

1 to the Request because it improperly seeks access to Oracle's attorneys' work product in as much
2 as it seeks documents that reveal Oracle's strategy and preparation for trial. Subject to and
3 without waiving these objections, Oracle responds that it has produced or will produce every
4 document which Oracle intends to rely on at trial to support its unfair competition and unfair
5 practices claim.

6 **REQUEST NO. 51:**

7 Documents sufficient to show advertising by Rimini Street that Oracle contends was
8 unfair, deceptive, untrue, or misleading.

9 **RESPONSE TO REQUEST NO. 51:**

10 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
11 to the Request to the extent that it seeks documents that are equally in Rimini Street's
12 possession. Oracle objects to the Request because it improperly seeks access to Oracle's
13 attorneys' work product in as much as it seeks documents that reveal Oracle's strategy and
14 preparation for trial. Subject to and without waiving these objections, Oracle responds that it has
15 produced or will produce documents responsive to this Request.

16 **REQUEST NO. 52:**

17 Documents sufficient to show conduct by Rimini Street that Oracle contends threatens a
18 violation of antitrust laws, or violates the policy or spirit of antitrust laws.

19 **RESPONSE TO REQUEST NO. 52:**

20 Oracle incorporates its General Objections as though set forth herein. Oracle also objects
21 to the Request because it improperly seeks access to Oracle's attorneys' work product in as much
22 as it seeks documents that reveal Oracle's strategy and preparation for trial. Subject to and
23 without waiving these objections, Oracle responds that it has produced or will produce
24 documents responsive to this Request.

25 **REQUEST NO. 53:**

26 Documents regarding interferences with Oracle's use of its computer system by Rimini
27 Street upon which Oracle intends to rely at trial to support its trespass claim.
28

RESPONSE TO REQUEST NO. 53:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks access to Oracle's attorneys' work product in as much as it seeks documents that reveal Oracle's strategy and preparation for trial. Subject to and without waiving these objections, Oracle responds that it has produced or will produce documents which Oracle intends to rely on at trial to support its claims against the Defendants.

REQUEST NO. 54:

Documents regarding instances in which Oracle contends that Rimini Street was unjustly enriched, including any benefits that Plaintiffs conferred on Rimini Street and that Rimini Street retained at the expense of Oracle, and the harm to Oracle as a result.

RESPONSE TO REQUEST NO. 54:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks access to Oracle's attorneys' work product. Subject to and without waiving these objections, Oracle responds that it has produced or will produce documents responsive to this Request.

REQUEST NO. 55:

Documents and communications regarding contractual negotiations between Oracle and each Rimini Street customer for whom Rimini Street performed the allegedly-improper actions identified in Oracle's Second Amended Complaint.

RESPONSE TO REQUEST NO. 55:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks access to Oracle's attorneys' work product. Oracle also objects that this Request is vague in that Rimini has not defined the term "Rimini Street customer". Rimini knows which entities and organizations are or have been its customers and therefore Rimini should define the term by providing a complete list of all customers. It is unduly burdensome for Rimini to demand that Oracle conduct searches for documents related to "Rimini Street customer," without Rimini identifying those customers by name. Further, this Request is vague in that it is unclear whether Rimini intends "Rimini Street customer" to have a

different meaning then the previously defined term “Rimini Street client”. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 56:

Communications between Oracle and each Rimini Street customer for whom Rimini Street performed the allegedly-improper actions identified in Oracle’s Second Amended Complaint regarding any alleged breach of the customer’s contracts and/or license with Oracle.

RESPONSE TO REQUEST NO. 56:

Oracle incorporates its General Objections as though set forth herein. Oracle also objects to the Request because it improperly seeks access to Oracle’s attorneys’ work product. Oracle also objects that this Request is vague in that Rimini has not defined the term “Rimini Street customer”. Rimini knows which entities and organizations are or have been its customers and therefore Rimini should define the term by providing a complete list of all customers. It is unduly burdensome for Rimini to demand that Oracle conduct searches for documents related to “Rimini Street customer,” without Rimini identifying those customers by name. Further, this Request is vague in that it is unclear whether Rimini intends “Rimini Street customer” to have a different meaning then the previously defined term “Rimini Street client.. Subject to and without waiving these objections, Oracle responds that it has produced non-privileged documents from the list of agreed upon custodians using the agreed upon search terms, and documents responsive to this Request are among the produced documents.

REQUEST NO. 57:

Documents sufficient to show functionality and user interface provided by Oracle’s Metalink 3 website during the time period from October 15, 2008 to February 15, 2009, including the search functionality provided by the Metalink 3 website, the metadata and other interface features provided to assist users in locating content, and the impact on or changes to the functionality and user interface of Metalink 3 associated with Oracle’s migration from the Customer Connection website to the Metalink 3 website.

RESPONSE TO REQUEST NO. 57:

Oracle incorporates by reference its General Objections. Oracle objects that Request No. 57 is overbroad and unduly burdensome insofar as it seeks documents showing every aspect of the “functionality and user interface” including several specified items, numerous aspects of which have no relevance or only tangential relevance to the claims and defenses in this action.

Oracle further objects that “functionality,” “user interface,” “metadata and other features provided to assist users in locating content,” and “the impact on or changes to the functionality and user interface” are vague and ambiguous. Subject to and without waiving the foregoing objections, Oracle will produce, after a reasonable search, documents sufficient to show generally how users could locate content on Metalink 3 in the time period from October 15, 2008 to February 15, 2009.

DATED: November 7, 2011

Bingham McCutchen LLP

By: Tom Hixson / MG
Thomas S. Hixson
Attorneys for Plaintiffs
Oracle USA, Inc., Oracle America, Inc., and Oracle
International Corp.

PROOF OF SERVICE

I am over eighteen years of age, not a party in this action, and employed in San Francisco County, California at Three Embarcadero Center, San Francisco, California 94111-4067. I am readily familiar with the practice of this office for collection and processing of correspondence for email delivery.

Today I caused to be served the following document:

ORACLE'S RESPONSE TO DEFENDANT RIMINI STREET, INC.'S FIFTH SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PLAINTIFFS



(BY ELECTRONIC MAIL) by transmitting via electronic mail document(s) in portable document format (PDF) listed below to the email address set forth below on this date.

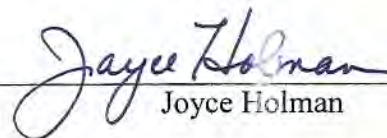
B. Trent Webb, Esq.
Eric Buresh, Esq.
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, Missouri 64108
Telephone: (816) 474-6550
Facsimile: (816) 421-5547
bwebb@shb.com
eburesh@shb.com

Mark G. Tratos, Esq.
Brandon Roos, Esq.
Leslie Godfrey, Esq.
GREENBERG TRAURIG, LLP
3773 Howard Hughes Pkwy
Ste 400 North
Las Vegas, NY 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002
tratosm@gtlaw.com
roosb@gtlaw.com
godfrey1@gtlaw.com

Robert H. Reckers, Esq.
SHOOK, HARDY & BACON LLP
600 Travis Street, Suite 1600
Houston, Texas 77002
Telephone: (713) 227-8008
Facsimile: (713) 227-9508
rreckers@shb.com

W. West Allen, Esq.
LEWIS AND ROCCA LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Telephone: (702) 949-8200
Facsimile: (702) 949-8398
wallen@lrlaw.com

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made and that this declaration was executed on November 7, 2011, at San Francisco, California.


Joyce Holman